

# Exhibit C

**TRAVEL TEAM CONTRACT**

THIS IS A CONTRACT made and entered into by and between CALIFORNIA SUPREME BASKETBALL ("PROGRAM") and NIKE USA, Inc. ("NIKE") with regard to NIKE's supply and PROGRAM's use of NIKE Products. In consideration of the mutual promises, terms and conditions set forth on this "Contract Terms Sheet" and in the attached NIKE Standard Terms and Conditions (the "Standard Terms") the parties agree as follows:

- A. **CONTRACT PERIOD:** The Contract term shall be October 1, 2016 to September 30, 2017, unless extended in accordance with Paragraph 9(a) of the Standard Terms (the "Contract Period").
- B. **USE OF NIKE PRODUCTS:** PROGRAM shall cause Gary Franklin ("DIRECTOR"), members of its "Staff" and "Teams" (as defined in the Standard Terms) to wear and/or use exclusively NIKE Products in accordance with Paragraph 2 of the Standard Terms.
- C. **CASH COMPENSATION:** NIKE shall pay PROGRAM annual Cash Compensation in the amount set opposite the indicated Contract Year (subject to Paragraphs 6 and 7 of the Standard Terms and any withholding obligations required by law), payable in semi-annual installments on February 15 and June 15, of each Contract Year:

1st Contract Year: \$72,000

2nd Contract Year (If exercised): \$72,000

- D. **APPEARANCES/PRODUCTION EVALUATION:** At NIKE's request from time-to-time, PROGRAM agrees to make DIRECTOR available to serve as a coach or an advisor for NIKE-sponsored basketball camps, participate in an annual product development and evaluation meeting, and conduct local basketball camp(s).
- E. **NIKE PRODUCTS FOR TEAM'S USE:** Each Contract Year (unless otherwise specified), NIKE shall supply PROGRAM, at no expense, the following NIKE Products, in accordance with Paragraph 4 of the Standard Terms:

250	Shoes	30	Stock Uniforms	6	Ball Bags
60	Coaches Shoes	75	Shower Slides	75	Travel Bags
50	Polos	100	Warm-Ups	75	Mesh Uniforms
300	Socks	125	Backpacks	50	Basketball Shorts (In-line)
1,000	Event T-Shirts	36	Basketballs	60	Compression Shorts
50	Graphic T-Shirts	50	Hoodies	50	Compression Tops

- F. **RULES OF THE GAME/CERTIFICATION:** PROGRAM shall comply, and cause DIRECTOR to comply, with the Rules of the Game attached as Exhibit A to the Standard Terms, and with all NIKE Coach Certification Program Requirements, as NIKE establishes from time-to-time.
- G. **INSURANCE:** Each Contract Year, PROGRAM shall maintain insurance coverage in accordance with Exhibit B, attached to the Standard Terms.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date indicated below.

CALIFORNIA SUPREME BASKETBALL

By:  \_\_\_\_\_

Director

Its: \_\_\_\_\_

Address: \_\_\_\_\_

Inglewood Ca 90303

NIKE USA, INC.  
One Bowerman Drive  
Beaverton, OR 97005

By:  \_\_\_\_\_

Lynn Merritt  
VP, Global Basketball Sports Marketing

January 30, 2017

Dated: \_\_\_\_\_

## NIKE STANDARD TERMS & CONDITIONS

1. **DEFINITIONS.** The terms set forth below in this Paragraph shall be defined for all purposes under this Contract as follows:
  - (a) "NIKE Group" shall mean NIKE USA, Inc., NIKE Retail Services, Inc. (d/b/a NikeTown), their parent company NIKE, Inc., their licensees, distributors, subsidiaries, affiliates and any successor companies thereto.
  - (b) "Products" shall mean all: (i) athletic and athletically-inspired or derived footwear; (ii) apparel articles of an athletic or athleisure nature; (iii) accessories of an athletic or athleisure nature; (iv) eyewear; and (v) basketball-related sports equipment.
  - (c) "NIKE Products" shall mean all "Products" in connection with which, or upon which, the NIKE name, the Swoosh Design, the NIKE AIR trademark, the Basketball Player Silhouette ("Jumpman") Design or any other trademarks or brands now or hereafter owned and/or controlled by NIKE appear (collectively the "NIKE Marks"), singly or in any combination.
  - (d) "Contract Year" shall mean the 12-month period from October 1 until September 30 of the following calendar year.
  - (e) "Teams" shall mean the group of athletes comprising the 17U, 16U and 15U teams that compete, under PROGRAM's organization and direction on a local, regional or national level after the high school basketball season.
  - (f) "Staff" shall mean the members of PROGRAM's coaching staff.
2. **USE OF NIKE PRODUCTS.** PROGRAM shall cause DIRECTOR and Staff to wear and/or use exclusively NIKE Products while participating in all athletic or athletic-related activities, including but not limited to basketball practices, clinics, exhibitions and games, autograph sessions and promotional appearances on behalf of NIKE. PROGRAM shall make NIKE basketball shoes and other Products provided hereunder available to members of the Teams and Staff throughout the Contract Period, to be worn and/or used during all basketball-related activities, including practices, clinics, exhibitions, games and game-related travel as appropriate. Without the prior written consent of NIKE, PROGRAM shall not allow DIRECTOR or Staff to wear or use Products manufactured by companies other than NIKE, nor shall DIRECTOR or Staff wear and/or use any such Products which have been altered to resemble NIKE Products. PROGRAM shall neither alter nor approve or permit the alteration of any NIKE Product to resemble a non-NIKE Product. PROGRAM shall not permit the tradename, trademark, name, logo or any other identification of any person, company or business entity other than NIKE to appear on NIKE products worn or used by DIRECTOR or members of the Teams and Staff. The NIKE Products supplied hereunder are for personal use by DIRECTOR and members of the Teams and Staff and may not be resold. NIKE shall not be liable to PROGRAM, members of the Teams and/or Staff for any injury or damage suffered as a result of wearing or using NIKE Products, except any such injury or damage resulting from the adjudicated negligence of NIKE. *PROGRAM specifically waives, only as against NIKE, all warranties, express or implied, of merchantability or fitness for a particular purpose.*
3. **PROGRAM CAMPS/EVENTS.** PROGRAM agrees that at any camp or event neither PROGRAM nor DIRECTOR will sponsor or endorse any non-NIKE Products. PROGRAM further acknowledges that any use of the NIKE logo or other NIKE trademarks in connection with any such camp or event must be pre-approved by a NIKE agent authorized for such purposes.
4. **NIKE PRODUCT SUPPLY.** NIKE Products supplied hereunder shall only be used by PROGRAM for use by DIRECTOR and member of the Teams and Staff, in order to fulfill its obligations under this Contract. PROGRAM shall not (and shall ensure that members of the Staff do not) re-sell or offer for sale any Products supplied to PROGRAM pursuant to this Contract.
5. **ASSISTANTS.** PROGRAM agrees that no person will assist in the performance of the duties under this Contract unless and until PROGRAM has performed a reasonable search of criminal and employment history. PROGRAM, as an independent contractor and an employing unit, shall be responsible for any taxes,

the contributions, workers' compensation or other insurance, record-keeping and reporting required under federal, state or local laws.

6. **REDUCTION OF COMPENSATION/NIKE PRODUCT.** If in any Contract Year the Teams fail to qualify for the Elite Youth Basketball League (the "EYBL"), NIKE shall reduce PROGRAM's annual Cash Compensation by up to fifty percent (50%) and/or PROGRAM's annual NIKE Product allotment by up to twenty-five percent (25%). In addition, if during any Contract Year the Teams qualify for the EYBL but finish in the bottom eight (8) of such league, NIKE shall reduce PROGRAM's annual Cash Compensation by up to twenty-five percent (25%) and/or PROGRAM's annual NIKE Product allotments by up to ten percent (10%). In the event NIKE exercises any right of reduction under this Paragraph 6, then such reduction(s) shall be applied to the compensation payments and/or Product allotments for the immediately following Contract Year. NIKE shall also have the right to withhold payment(s) of compensation (or other compensation, if any) and/or require reimbursement of compensation (or other compensation, if any), which has already been paid in excess of the amount to which PROGRAM would be entitled once such reduction was taken into account, such reimbursement to be made to NIKE within thirty (30) days of notice to PROGRAM. In addition to the foregoing, NIKE shall have the right to set-off any amounts owed to NIKE under this Contract, or otherwise, against any amounts owed by NIKE to PROGRAM.
7. **RIGHTS OF TERMINATION.**
  - (a) PROGRAM shall have the right to terminate this Contract immediately upon written notice to NIKE if: (i) NIKE is adjudicated as insolvent or declares bankruptcy; or (ii) NIKE breaches any material term of this Contract and fails to cure such breach within thirty (30) days following receipt of written notice from PROGRAM of such breach.
  - (b) NIKE shall have the right to terminate this Contract immediately upon written notice to PROGRAM if: (i) PROGRAM takes any action inconsistent with PROGRAM's recommendation and endorsement of NIKE and/or its Products, or discourages use of NIKE Products in any manner whatsoever; (ii) PROGRAM breaches any warranty; (iii) DIRECTOR ceases for any reason (including DIRECTOR dies) to be the director of PROGRAM or coach of the Teams; (iv) Teams fail to participate in all EYBL sessions; and (v) PROGRAM breaches any or other material term of this Contract, including Section F of the Contract Terms Sheet and Paragraph 8 below. Upon termination of this Contract, (x) PROGRAM shall not be entitled to any further compensation except for any unpaid annual Cash Compensation to which PROGRAM was entitled for services actually completed as of the date of termination, prorated over the entire Contract Year and calculated to the effective date of termination, and (y) PROGRAM shall not be eligible to participate in the EYBL (or any events, camps and/or clinics connected therewith) unless expressly invited by NIKE's Elite Youth Basketball Sports Marketing Director.
8. **WARRANTIES.** PROGRAM represents and warrants that: (a) it is a bona fide corporation in good standing under the laws of the state of California; (b) DIRECTOR is under a written contract of employment with PROGRAM for a term extending at least until expiration of the Contract Period and the 180-day period specified below; (c) PROGRAM has the full legal right and authority to enter into and fully perform this Contract in accordance with its terms and to grant to NIKE all the rights granted herein; (d) neither PROGRAM nor DIRECTOR is (and will not during the Contract Period be) party to any oral or written agreement, contract or understanding which would prevent, limit or hinder the performance of any obligation under this Contract and both PROGRAM and DIRECTOR are free to enter into this Contract and this Contract does not and will not violate the terms of any agreement, understanding or obligation to which PROGRAM and/or DIRECTOR is a party; (e) PROGRAM shall not approve or permit any use of any photographs or footage of members of the Teams or Staff in which NIKE Marks that appear on Products worn and/or used by members of the Teams or Staff have been airbrushed, digitally altered or otherwise obscured; (f) PROGRAM shall not permit, or authorize (except as permitted under the foregoing clause) any third-party licensee of PROGRAM's to use any NIKE Marks or condone any licensee's unauthorized use thereof; and (g) during the Contract Period, neither PROGRAM, DIRECTOR nor members of Staff shall (i) sponsor or endorse Products sold by any manufacturer or seller other than NIKE, (ii) wear and/or use Products manufactured by companies other than NIKE, (iii) enter into any endorsement, promotional, consulting or similar agreement to commence either during or after the Contract Period, with any manufacturer and/or seller of Products other than NIKE, or (iv) take any action inconsistent with the endorsement of NIKE Products or with PROGRAM's obligations under this Contract.



**9. RIGHT OF FIRST DEALING & FIRST REFUSAL.**

- (a) NIKE shall have the option to extend this Contract for one (1) additional Contract Year (i.e., October 1, 2017 to September 30, 2018) exercisable upon written notice of such election furnished to PROGRAM by no later than September 1, 2017.
  - (b) At NIKE's request, PROGRAM shall negotiate with NIKE in good faith with respect to the terms of a renewal of this Contract. The parties shall not be obligated to enter into an agreement if they cannot settle on mutually satisfactory terms. Until 60 days prior to the expiration of this Contract (the "Exclusive Negotiating End Date"), PROGRAM shall not (nor shall PROGRAM permit any person or entity on PROGRAM's behalf to) engage in discussions or negotiations with any third party regarding PROGRAM's wearing, sponsoring, promoting, advertising or endorsing, or providing consulting or similar services with respect to, any Products ("Endorsements/Services") once the Contract Period has expired.
  - (c) During the Contract Period, and for a period of 180 days thereafter (the "Tail Period"), NIKE shall have the right of first refusal for Endorsements/Services, as follows. If PROGRAM receives any bona fide third-party offer at any time on or after the Exclusive Negotiating End Date (but within the Tail Period) with respect to any Endorsements/Services that PROGRAM is prepared to accept subject only to NIKE's rights hereunder, PROGRAM must submit to NIKE in writing the specific terms of such third-party offer in its entirety, in the form of a true and complete copy which must be signed on behalf of the offeror by an identified authorized representative of the offeror on the offeror's letterhead or other identifiable stationery or imprint readily authenticatable by NIKE as having originated with such third-party offeror. NIKE shall have up to 20 business days from the date of its receipt of such true copy of the third-party offer to review and assess same (the "Offer Assessment Period") and notify PROGRAM in writing that NIKE has (i) matched or bettered the material, measurable, and matchable terms of such third-party offer ("Matched"), or (ii) declined to match. If by the conclusion of the Offer Assessment Period NIKE notifies PROGRAM that it has Matched, this Contract shall be deemed amended to incorporate the terms of the Matched third-party offer, as well as all other Endorsement/Services rights to the same extent as provided under this Contract, and this Contract (as amended) shall remain in effect through the end of the new Contract Period, unless or until such time as it is replaced with an appropriately updated new NIKE standard contract reflecting the Matched terms. If by the conclusion of the Offer Assessment Period NIKE has not provided PROGRAM with notice that the tendered offer has been Matched, or NIKE has otherwise given notice that has declined to match, PROGRAM may thereafter enter into an agreement with such third-party but only on the specific terms tendered to NIKE. If ultimately no agreement is reached with such third-party on the terms tendered to NIKE, PROGRAM shall submit to NIKE any subsequently received bona fide third-party offers that PROGRAM is prepared to accept and such offer shall be subject to the right of first refusal process set out above in this Paragraph. Prior to the Exclusive Negotiating End Date, PROGRAM shall not (nor shall PROGRAM permit any person or entity on PROGRAM's behalf to) solicit or consider, and NIKE shall not be obligated to respond to, any third-party offer for any Endorsements/Services.
10. **NOTICES.** Any notice of breach or default shall be in writing and deemed given if sent postage prepaid via registered or certified mail, by verifiable facsimile transmission or hand delivery, or by express courier service with confirmed delivery, to the breaching party at the addresses set forth above (unless written notice of a change of address has been provided) and shall be deemed to have been given at the time it is sent properly addressed and posted. Notices to NIKE shall be sent to the Legal Department, attention: Contracts Specialist – Sports Marketing (if by fax, to 503-646-6926).
11. **PROGRAM/NIKE RELATIONSHIP.** Nothing contained in this Contract shall be construed as establishing an employer/employee, partnership, joint venture or agency relationship between the parties. PROGRAM shall be solely responsible for the payment of any taxes on any consideration received under this Contract.
12. **CONFIDENTIALITY.** PROGRAM shall not (nor shall PROGRAM permit or cause any agent, representative or employee of PROGRAM to) disclose the financial terms of this Contract, the marketing plans of NIKE, or any other confidential material or information disclosed to PROGRAM, to any third party, with the exception only of PROGRAM's agents, attorneys, accountants or representatives, except as may be required by law.
13. **EQUITABLE REMEDIES.** In the event PROGRAM breaches any material term of this Contract, in addition to any and all other remedies available at law or in equity, NIKE shall be entitled to injunctive relief from

any further violation of this Contract, during any litigation as well as on final determination thereof, without prejudice to any other right of NIKE hereunder or otherwise.

14. **GOVERNING LAW & JURISDICTION.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon and any suit or action arising hereunder shall be filed in a Court of competent jurisdiction within the State of Oregon. The parties hereby consent to personal jurisdiction within the State of Oregon and to service of process by registered or certified mail addressed to the respective party as set forth above.
15. **MISCELLANEOUS.** The failure at any time of either party to demand strict performance by the other party of any of the terms or conditions of this Contract shall not be construed as a continuing waiver or relinquishment thereof, and either party may, at any time, demand strict and complete performance by the other party. Every provision of this Contract is severable. This Contract and any rights or obligations of PROGRAM hereunder are personal to PROGRAM and shall not be assigned or delegated without the prior written consent of NIKE. This Contract and any rights or obligations of NIKE hereunder are personal to NIKE and shall not be assigned or delegated to any entity outside the NIKE Group and/or digital product partner without PROGRAM's prior reasonable approval. This Contract shall constitute the entire understanding between PROGRAM and NIKE and may not be altered or modified except by a written agreement, signed by both parties. Any previous agreements between the parties shall have no further force or effect. This Contract may be executed manually or by the application of digital or electronic signatures utilizing any commercially available electronic signature software tools or web site platform. Once executed, this Contract may be delivered electronically via facsimile transmission, email attachment or web site notification and download, and any such delivery will have the same effect as physical delivery of a signed original.

— END —

**EXHIBIT A**

**RULES OF THE GAME**

**For NIKE-Sponsored Travel Teams**

**1. Program will support the participants' safety and well-being.**

- Program will provide a safe environment for participants.
- Program will assess the safety of playing surfaces and equipment in advance of practice and competition and will make first-aid supplies readily available.
- Program will provide an appropriate number of staff, volunteers, security and medical personnel for the nature of the activities and conditions.
- Staff and volunteers will be screened, and any person having unsupervised access to minors will have submitted to a criminal background check.
- Appropriate staff and volunteers will be properly trained in relevant areas (e.g., conditioning, stretching and hydration).
- Program will secure adequate insurance coverage, including athletic participants' bodily injury coverage, or parental provision for the same.
- Physical contact with players will be limited to that necessary to teach a skill, treat an injury or console or congratulate a player.
- Program will not schedule events in conflict with the players' academic schedules.
- Program has developed and communicated a policy and procedure for avoiding, reporting and responding to injury, harassment, abuse or other misconduct (e.g., documenting/reporting injuries to parent/guardian, pick-up/take-home, staffing in pairs, separate showering and sleeping areas for adults/youth, blood-borne pathogens, emergency medical plan).

**2. Program will provide a positive and enjoyable sports experience.**

- Staff and volunteers will practice the ideals of good sportsmanship and fair play.
- Program will treat participants, coaches, officials and others with respect.
- Program will encourage participants' sense of self-esteem and self-respect.
- Program will use constructive education techniques, including encouragement, patience, positive reinforcement, redirection, honesty and courtesy.
- Program staff will be available to parents and/or guardians regarding the Program objectives and participants' development.
- Program staff will act as a positive role model for the participants; the use of drugs, or alcohol or tobacco is strictly prohibited.
- Program participants shall not be subject to harassment or abuse from any source, including references to weight, race, gender, sexual preference, economic status, etc.

**3. Program shall comply with all rules and regulations.**

- Program will follow all applicable federal, state and local laws.
- All NIKE Product will be distributed on an equitable basis, and all sponsorship consideration will be used in direct support of program needs.
- Program will follow and educate participants about applicable NCAA, federation, state high school association or other governing body rules and regulations (e.g., eligibility/amateurism rules) that apply to the Program or the participants.

**EXHIBIT B**

**INSURANCE REQUIREMENTS FOR  
SPONSORSHIP OF LEAGUES/TEAMS**

**General Requirements**

Without limiting PROGRAM's indemnification of NIKE, PROGRAM must maintain at its own expense, and must require all of its subcontractors to maintain, insurance as described below throughout the Contract Period. All policies shall: (1) be written by insurers which are licensed to do business in the state in which services are performed and have a policyholder's rating of not less than A VIII in the most current edition of *Best's Rating Guide*, and (2) be endorsed to provide that NIKE shall be given thirty (30) days' advance written notice of cancellation by certified mail. Policy forms and amounts of deductibles shall be acceptable to NIKE. Failure to comply with the insurance requirements will place PROGRAM in Material Breach of this Agreement. NIKE, at its sole option, may terminate this agreement and obtain damages from PROGRAM resulting from said Material Breach. Alternatively, NIKE may purchase such required insurance coverage and charge the premium to PROGRAM. PROGRAM must provide a certified copy of any policy upon NIKE's request within ten (10) business days.

**Coverages & Limits**

Commercial General Liability insurance, applicable to all premises and operations, including independent contractors, products-completed operations, personal injury and advertising injury, athletic participants' bodily injury liability, and contractual liability with a limit of not less than \$2 million each occurrence and \$5 million aggregate. Such insurance shall (1) be written on an occurrence basis, (2) be endorsed to name NIKE, Inc. and its subsidiaries as an additional insured, and (3) be primary with respect to any insurance or self-insurance programs maintained by NIKE.

Business Automobile Liability Insurance for any auto, including owned, non-owned, and hired autos with a limit of not less than \$1 million per accident.

**Certificates of Insurance**

PROGRAM shall furnish the person who has signed this agreement on behalf of NIKE with certificates evidencing the required coverage within ten (10) days after the execution of this contract but no later than ten (10) days prior to commencing work under this agreement and throughout the term of this agreement as the insurance policies renew. PROGRAM shall simultaneously issue certificates to: Risk Management Dept., NIKE, Inc., One Bowerman Dr., Beaverton OR 97005. Failure on the part of NIKE to demand such certificate or to identify deficiencies in the certificate shall not be construed as a waiver of PROGRAM's obligation to maintain the required insurance.